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**INDEPENDENT LIVING AND PREPARATION FOR ADULT LIVING SERVICES
CONTRACT**

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT**

AND

CENTRAL PLAINS CENTER FOR SERVICES

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Division of Children and Family Services** (hereinafter the "Department"), and **Central Plains Center for Services** (hereinafter the "Contractor").

PURPOSE. The purpose of this contract is for Independent Living and Preparation for Independent Living Services.

I. TERM AND TERMINATION

- A. **TERM.** This contract is in effect from October 1, 2008 until June 30, 2009.
- B. **TERMINATION.** This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately.

II. CONSIDERATION

- A. The Department agrees to pay the Contractor the total amount not to exceed \$1,133,997.36 (One million one hundred thirty three thousand nine hundred ninety seven dollars and thirty six cents) for the services specified herein.
- B. **PAYMENT STRUCTURE**
The Department agrees to make monthly payments. A payment will be made upon signing of the contract. Subsequent payments will be made monthly upon the submission of a written request by the Contractor.

Independent Living Services

The Department agrees to pay the Contractor \$526,500 for Independent Living Services, payable in monthly payments of \$58,500 and upon the submission of a bill by

the Contractor based upon the following budgeted amounts:

1. \$131,250.00 for the Eastern Service Area
2. \$131,250.00 for the Southeast Service Area
3. \$ 85,500.00 for the Central Service Area
4. \$ 78,000.00 for the Northern Service Area
5. \$ 78,000.00 for the Western Service Area
6. \$ 22,500.00 for Administration

Preparation for Adult Living Services

The Department agrees to pay the Contractor \$607,497.36 for Preparation for Adult Living services described herein, payable in monthly payments of \$50,624.78 and upon the submission of a written request by the Contractor.

- C. The Contractor understands and agrees that this Contract does not guarantee that the Department shall request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from the Department shall be expected.
- D. The Department reserves the right to withhold payment until required reports are received.
- E. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this contract without prior approval and agreement of the Department.
- F. The Contractor agrees not to accept payment from the family of the youth unless an established part of the Department's case plan includes a fee for services.
- G. The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the provision of service. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid.

III. SCOPE OF SERVICES

The Contractor agrees to perform the following services:

A. Independent Living Services

The Contractor will administer the Independent Living services for youth expected to age out of the Department's foster care system and youth emancipated from the Department's foster care system up to their twenty-first birthday for the DHHS Eastern, Southeast, Northeast, Central and Western Service Areas. These services will be provided to maintain self-sufficiency as youth transition out of the Department's foster care system. These services will be family focused, community based, and culturally competent.

1. Provide administrative supervision of the Independent Living services.
 - a) If a Request for Proposal (RFP) is required during the contract year, the Contractor will draft, distribute, and provide public notification to obtain subcontractors that will provide direct independent living services. Final approval on any RFP to be distributed will be obtained from the Department's Independent Living Coordinator.
 - b) If an RFP is required during the contract period, the Contractor will take the lead role in team development to review submitted proposals for independent living services. Such teams must minimally include representation of Department staff from each of the three HHS service areas and central office. (If the RFP targets services to be brought up in select service areas, then representation is required only of the select service areas.) Additional representation is required from a youth or young adult currently or formerly served in out of home care through the Department, a foster parent, mental health specialist, adult services specialist, and a Native American representation from one of Nebraska's tribes or Urban Indian Centers. Special attention will be given to developing ethnically diverse representation when comprising teams. Team membership selection will be done in collaboration with the Department's Independent Living and Youth Development Coordinator. Any costs associated with team member participation in the review and selection process will be the responsibility of the Contractor.
 - c) The Contractor will take the lead role in developing the sub-contract(s) with selected providers of independent living services. Final approval on the sub-contracts will be received from the Department's Independent Living and Youth Development Coordinator. The Department will determine maximum rates for services rendered and guidelines regarding the length of time which services are rendered for youth. The Contractor is the administering and contracting agency for independent living services.
 - d) The Contractor will assure that contracts for independent living services will be targeted in reaching the following outcomes for youth:
 - 1) Youth have sufficient resources to meet their daily living needs.
 - 2) Youth have a stable and safe place to live.
 - 3) Youth attain academic or vocational educational goals.
 - 4) Youth have a connection to caring adults in their lives.
 - 5) Youth avoid illegal activities.
 - 6) Youth postpone parenthood.
 - 7) Youth have access to physical and mental health services.
 - 8) Youth are assisted as they transition from their current settings to a successful independence.

B. Preparation for Adult Living Services

The Contractor will provide preparation, transitional and independent living services to support foster youth expected to age out of the Department's foster care system and youth emancipated from the Department's foster care system up to their twenty-first birthday for the DHHS Southeast, Eastern, Northern, Central and Western Service Areas. The Contractor agrees that for valuable consideration provided by

the Department, the Contractor will provide such services as outlined.

1. Deliver services, through training that supports preparation, transitional, and independent living needs for youth expected to age out of the DHHS foster care system and youth emancipated from the DHHS foster care system up to their twenty-first birthday. These services will be provided to teach, encourage, and maintain self-sufficiency as youth transition out of the DHHS foster care system. These services will be family and youth focused, community based, culturally competent, and developmentally appropriate. These services are basically defined as:
 - a) Preparation: a process to assess and assist the youth in preparing for self-sufficient adulthood-Obtainable through formal and informal modeling and teaching of skills, recognizing values and establishing achievable goals.
 - b) Transitional: the process to assess, support, practice and monitor the youth's ability to successfully apply learned skills in a semi-supervised scatter site or congregate living arrangement.
 - c) Independence: the act of applying learned skills and demonstrating self-sufficiency with the community and having connection to a natural support network.
2. Provide Preparation for Adult Living Services (PALS) to plan and carry out duties to assist Nebraska's youth in achieving the following outcomes:
 - a) Youth have sufficient resources to meet their daily living needs.
 - b) Youth have a stable and safe place to live.
 - c) Youth attain academic or vocational educational goals.
 - d) Youth have a connection to caring adults in their lives.
 - e) Youth avoid illegal activities.
 - f) Youth postpone parenthood.
 - g) Youth have access to physical and mental health services.
3. Transitional Living Services for youth through PALS
 - a) Transitional Living Services are available on a statewide basis to youth who are:
 - 1) Within six months of transition from a foster home or other residential service to independence and have no other supportive services or,
 - 2) In group care or agency based treatment home and within 30-60 days of being placed in an independent living situation. Youth accepted for Transitional Living Service (PALS) will be age 17 or older unless under well-documented circumstances whereby a youth age 16 may be accepted for services. Under such circumstances the youth's situation will be reviewed by the Department's Service Area Administrator or their designee. The Contractor will accept such referrals on a 16 year old only when the referral has the signed authorization and agreement by the Service Area Administrator or their designee.
 - b) Transitional Living Service Requirements
 - 1) Individualized transitional living services for the youth will follow the same provision of service delivery described under "Independent Living Services" in Section III A.
 - 2) Prior to accepting a referral for Transitional Living Service, the Contractor

will explore that all other available community resources offering transitional living services are unable to serve the youth in a timely manner. The Contractor will not duplicate effort of another transitional living support service and therefore will not accept a referral for service delivery when another transitional living program is engaged with a youth. The only exception is in consultation with another service provider for successful transfer of supportive services to a youth from one service provider to the other.

- 3) If there are several youth referred for a limited number of current openings for services with the Contractor, then those youth in Independent Living will take priority.
 - 4) The Contractor will keep a record of names, dates of referral and denial, case manager involved, and identified service alternatives for all youth that the Contractor was unable to serve due to limited resources. When the Contractor is unable to serve youth referred, the Contractor will play a consultative role in identifying alternatives for supportive services with the case manager. The Contractor's information about youth that they were unable to serve will be used to determine what services were then provided to these youth through other resources.
4. Independent Living Services for youth through PALS:
- The following services are available on a statewide basis to youth who are in Independent Living and needing immediate support and services:
- a) Accept youth through referrals for state ward youth with a Department Independent Living Plan, male and female, including pregnant and parenting teens, for immediate transition to or support with independent living. Additionally, PALS may accept self-referrals from youth who are former foster youth but have been discharged from the state's custody on or after their 18th birthday. Youth will meet with staff to learn about the independent living program and review guidelines. Staff will conduct an independent living assessment with each youth, and develop an independent living plan with the participation of the Department of Health and Human Services, the youth, and the youth's family members when appropriate, (assessment and plans should be current within 12 months or more frequently as needed). Another assessment tool may be utilized upon written approval of the Department.
 - b) Accept referrals to serve 12-18 youth per PALS full-time equivalent (FTE) at a given time. Youth being served in another transitional or independent living service will not be accepted for PALS independent living services.
 - c) Assist youth in locating and leasing safe, secure, affordable living quarters.
 - d) Provide contacts to include face-to-face life skills training and consultation with the youth in such areas as meal preparation and nutrition, daily scheduling, time management, home management, financial management, accessing medical care, utilizing transportation systems, and building interpersonal and problem solving skills.
 - e) Offer financial or other incentives to the youth as they demonstrate competencies in life skills and progress toward self-sufficiency.
 - f) Assist youth in completing and advancing their education.

- g) Provide 24-hour crisis support, seven days a week through development of a crisis plan with the youth and their team and/or staff provision of this service directly to the youth.
 - h) Provide training and support, during day, evening, and weekend hours.
 - i) For youth that are under the care and custody of the Department, report to a case manager any incidents of behavior of a violent or threatening nature that would create a risk to the safety of the youth or the public.
 - j) Manage the implementation of the youth's Independent Living Plan.
 - k) Submit written monthly reports to the Child and Families Services Specialist for any youth under the care and custody of the Department. These reports will include a description of the goals, activities, progress made, achievements, and next steps.
 - l) Seek out and work towards developing with the youth, positive adult relationships such that each youth leaving the program can at a minimum identify one adult to whom they feel a sense of connection that is supportive and healthy. The Contractor will seek out informal relationships, mentoring relationships, which can extend beyond the length of time the youth is involved in the transitional or independent living service.
 - m) Coordinate with other service providers and other individuals who will provide "wraparound" support to youth as directed in each individual service plan.
 - n) Work with neighborhoods, landlords, employers, and educators, in collaboration for developing a "community of support" around youth. The Contractor will work with youth on developing a sense of community belonging and responsibility.
 - o) Assist youth in remaining in their apartment, with the belongings they have acquired over the course of the program, as they graduate from the program.
 - p) Move youth through the service at a rate appropriate to each youth.
 - q) Provide transportation for the youth when providing experiential learning and training to the youth. Assist the youth in obtaining transportation by other means for meeting their ongoing needs. Transportation from contracted transportation providers may be authorized by the Department for youth who are in Department custody or young adults who would otherwise be eligible for such services, to meet some of their basic needs such as Doctor or Dental appointments, etc. The PALS Specialist should be working with the youth on meeting their transportation needs as a means toward successful self-sufficiency and without reliance on PALS Specialists or the Department to meet these needs.
 - r) Vocational Services. Assist youth in securing and retaining appropriate employment. Staff may accomplish this through the use of a job coach, an incentive to the employer, specialized on-the-job training, a job mentor, special uniforms, tools, bus passes for the first few weeks of work, etc.
5. Additional Contractor Responsibilities
- The Contractor must:
- a) Be responsible for the hiring, training, screening, supervising, support, and monitoring of qualified personnel, on an on-going basis to assist Protection and Safety Workers, Care Providers, and participating youth in carrying out

PALS services.

- b) Only use materials, forms, and similar devices as provided by the Department or that have been approved by the Department prior to their use in the PALS program.
- c) Pay PALS staff mileage, Central Plains Center for Services Central Office phone services related to PALS, all housing/meal reimbursement for staff on approved travel, and needed office supplies. Mileage, housing, and meal reimbursement will be made at the current and applicable state rates.
- d) Establish and maintain PALS Specialists phone service through processes established between the Phone Company and Department Central Administration.
- e) Be responsible for any and all costs associated with billings, attendance at team meetings, and other related administrative costs.
- f) Reimburse the Department for the cost of PALS Program Personnel salaries after 30 days of vacancy; costs of insurance and other benefits, as well as travel reimbursement costs not incurred as projected. Such costs will be actual, and if not incurred will be calculated, and all non-omitted funds shall be returned to the Department at the end of the fiscal year unless otherwise pre-approved by the Department for use in direct services rendered to youth. A line-item comparison of "costs projected" and "actual costs incurred" shall be included in the semi annual and final reports by the Contractor.
- g) Be available to meet with Department Service Area Liaisons in each Service Area as needed to discuss service delivery.
- h) Office all employees outside of the Department's field offices. Each employee must have ready access to phone, cell phone/pager, computer, printer, Internet, and have the ability to communicate by e-mail with Department staff.
- i) Offer technical assistance to the Omaha, Winnebago, Santee Sioux, and Ponca tribes of Nebraska if requested. Such technical assistance on preparing and transitioning youth to adulthood may include but is not limited to the sharing of training curriculum, forms, reports, and resource materials which may be duplicated and utilized to benefit youth, caregivers, and the professionals working with youth.

C. REPORTING REQUIREMENTS

The Contractor will monitor contracts for independent living services through requiring reporting of the independent living projects. Contracts with independent living service providers will include reporting on the information found in Attachment 2, additionally the Contractor will provide each Independent Living Program Contractor with an evaluation tool that will be completed on each youth in their program. Data from the evaluation will be provided to the Department with the Contractor's final report. Additionally, the Contractor will monitor contracts through a minimum of personal communication every other month with program staff, and a minimum of four site visits. The Contractor will compile a semi-annual and final report from all independent living programs summarizing the data collected as is required by Attachment 2. These reports will be due to the Department by February 28, 2009 (October 2008-January 2009 data) and July 31, 2009 (October 2008-June

2009 data). Outcome measures and data elements are subject to change in accordance with federal project guidelines. The Contractor agrees to comply with all federal and state reporting requirements and will include this requirement in any sub-contracts with independent living projects.

D. ADMINISTRATIVE STANDARDS.

1. Performance Accountability: The Contractor agrees be held accountable for the services provided. Data on provider performance on the outcome measures described below will be posted on the Internet as part of the Department position to be transparent and accountable.
 - a) Outcome: Increased number of youth receiving Independent Living Assessments
100% of all youth age 16 and older will have completed the Ansell Casey Independent Living Assessment.
 - b) Outcome: Increased number of youth with Independent Living Services plans
100% of all youth age 16 and older living in traditional foster care or independently will have an Independent Living Service plan with goals that have been developed by the youth as indicated by their signature
 - c) Outcome: Enhanced Knowledge / Use of Community Resources and Support Systems
90% of the youth served by the program will demonstrate increased independent living skills.
90% of the youth served by the program will be able to identify specific informal community based supports.
 - d) Outcome: Increased number of youth with access to physical and mental health services
90% of youth served by the program will have access to physical and mental health services

IV. DEPARTMENT RESPONSIBILITIES

All Department responsibilities are described within II-Consideration.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other

action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles.

2. The Contractor agrees to provide the Department any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide the Department with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.
 3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
 4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.
- B. AMENDMENT. This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- C. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- D. AVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments

made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

E. BREACH OF CONTRACT.

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

F. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

G. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

H. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Contractor is to follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments or A-122 for Non-Profit Organizations. Audit requirements are dependent on the total amount of federal funds received by the Contractor. See the table below and Attachment 1, Audit Requirement Certification form. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual financial review or audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

| Amount of annual federal payments | Audit Type |
|--|---|
| <i>Less than \$500,000</i> | <i>Audit that meets Government Auditing Standards</i> |
| <i>500,000 or more in federal payments</i> | <i>A-133 audit</i> |

- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes. This provision shall survive termination of this contract.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- M. FEDERAL FINANCIAL ASSISTANCE. The Contractor agrees that its performance under this contract will comply with all applicable provisions of 45 C.F.R. §§87.1-87.2. The Contractor further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.

O. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

P. HOLD HARMLESS.

1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

R. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

S. LOBBYING.

1. If the Contractor receives Federal funds through the Department, for full or partial payment under this contract, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract or (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the

Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires the department to withhold Nebraska income tax if payments for personal services are made in excess of \$600 to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

- U. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Access Technology Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.
- V. NON-DISCRIMINATION. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.
- W. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.

- X. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- Y. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.
- Z. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.
- AA. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses, or such address as is later designated in writing by the party:

FOR THE DEPARTMENT:

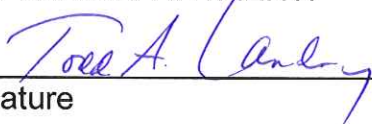
Name: Shirley Pickens White
Organization: NDHSS
Address: PO Box 95026
City, State, Zip: Lincoln, NE 68509
Phone: (402) 471-9196

FOR THE CONTRACTOR:

Name: Nancy Ferguson
Organization: Central Plains Center
Address: 908 South E. Street
City, State, Zip: Broken Bow, NE 68822
Phone: (308) 872-6176

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR THE DEPARTMENT:



Signature

Todd A. Landry
Director
Department of Health and Human Services
Division of Children and Family Services

DATE: 11/24/08

FOR THE CONTRACTOR:

Signature

Nancy Ferguson
Director
Central Plains Center for Services

DATE: _____

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Central Plains Center for Services
AUDIT REQUIREMENT CERTIFICATION

Subgrantees and certain contractors receiving funds from the Nebraska Department of Health and Human Services are required to complete this document. Reference to the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, in this document is "Circular A-133".

Grant Name Chafee Independent Living **Grant #** G-0801NE1420 **CFDA* #** 93.674

*(Catalog of Federal Domestic Assistance)

Contractor's Name _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Federal Tax Identification Number (FTIN) _____

Contractor's Fiscal Year _____, 20__ to _____, 20__

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* must be provided by the contractor to the Nebraska Department of Health and Human Services immediately upon receipt, unless the contractor has directed the CPA to provide the copy directly to the Department and has verified this has occurred.

Check either 1 or 2 and complete the signature block on page 3:

1. ___ As the contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct and prepare either, a review (expenditures less than \$75,000) or audit report (expenditures \$75,000-\$499,999) of our organization's financial statements and a report issued by the CPA. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to the Nebraska Department of Health and Human Services address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. ___ As the contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and including

commodities in our current fiscal year. Therefore we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, as the contractor, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- The contractor's financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion on this contractor's financial statements and Schedule of Expenditures of Federal Awards, a report on this contractor's internal control, a report on this contractor's compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations (SF-SAC)*.

We further acknowledge a copy of this subgrantee's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to the:

Nebraska Department of Health and Human Services
Financial Services
Grants and Cost Management
P.O. Box 95026
Lincoln, NE 68509-5026

or the Contractor must notify the Department when the reporting package becomes available and provide the Department with access to an electronic version of its annual audit and financial report. Notification of availability will be sent to the Nebraska Department of Health and Human Services, Financial Services, Grant and Cost Management in a format similar to the following:

The Contractor's latest A-133 Audit is now available for your use at:
<http://www.>

The Contractor's financial report is available at:
<http://www.>

The foregoing submissions or notification and electronic access to the annual audit and financial report must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Print/Type Name

Print/Type Title

Signature

Date

Telephone Number

ATTACHMENT 2

Reporting Requirements for Administration of the Room and Board Program, Transitional Assistance Program and Independent Living Services.

Program Reports and Data Collection:

The report must contain the following information:

- 1) a description of the Chafee Foster Care Independence Program (CFCIP) services provided and activities conducted, including programs modified, expanded or newly established (e.g., life skills training, tutoring and other educational assistance, housing, employment and mental health counseling), and their current status of implementation; and other collaboration activities undertaken to achieve the purpose set forth in section 477 (b)(3)(F) of the Foster Care Independence Act of 1999.
- 2) a complete record of the purposes for which funds were expended (section 477 (a)(1-5));
- 3) a statement regarding the extent to which the funds assisted youth 18-21 in making the transition from foster care to self-sufficiency (section 477(a)(5));
- 4) a summary report of client feedback through satisfaction surveys to youth, family, and HHS case managers, served in increments of six months from intake and at discharge, the information is aggregated on a twice yearly basis for independent living programs; and
- 5) additional information for use by the Administration for Children and Families Secretary in assessing and evaluating the State's foster care independent living (CFCIP) programs (sections 477(b)(4a), (f) and (g)). This information must include:
 - a) a detailed description of the number and demographic characteristics of the eligible population during this contract period and a detailed description of individuals served during this period: e.g., age sex, race/ethnicity, current placement (foster family, group home, transitional living apartment) or living situation, special needs status, educational and/or employment status, marital or parental status and duration in foster care;
 - b) a statement of the results achieved upon discharge or voluntary termination, and 90 days later: e.g., number of youth employed, have completed high school or a GED program, are pursuing post-secondary opportunities, have a stable living situation, have improved scores on the ACLSA or any other agreed upon assessment tool, are connected to caring adults with examples of how the adults were/are supportive to the youth, are avoiding illegal activities, are postponing parenthood, have access to physical and mental health services, and /or are accessing other community resources, if necessary (TANF, Welfare-to-Work, Medicaid); together with a description of the criteria employed to measure those achievements.

****The Contract is governed by state and federal statutes and regulations including but not limited to the Foster Care Independence Act of 1999.**